

**Subject:** WPH: Roosting Habitat and Non-tidal Wetlands

**Date:** Thursday, June 29, 2017 at 4:01:13 PM Pacific Daylight Time

**From:** David Smith

**To:** Zeppetello, Marc@BCDC

Marc,

As I noted in my email from earlier today, I wanted to further address questions regarding the roosting habitat and non-tidal wetland mitigation.

**Roosting Habitat:**

This provision is referenced in three different places in the permit:

First, in Section II.,F. of the Special Conditions, the permit requires “approximately 3.0 acres of replacement habitat with similar functions and benefits for shorebirds.” Note the absence of any reference to an “island.”

Similar language appears in Section III.,F. of the Findings and Declarations, referencing “approximately 3.0 acres of replacement roosting habitat with similar functions and benefits for the birds . . . .” Again, no reference to an “island.”

Finally, Section III.,F. further clarifies: “The permit does not contain a condition requiring the permittee to permanently guarantee the shorebird roosting habitat; Cargill will have to provide additional or replacement mitigation for this habitat if it develops the adjacent salt pond.”

The attached 2003 communication from Robert Douglas of Cargill to Mark and Jill Ekas of Redwood City addresses satisfaction of this condition. First, although the permit never references or requires an “island,” Mr. Douglas explains that the availability of roosting habitat, or absence thereof, in the Cargill facilities is a function of Cargill’s manipulation of solution levels in the given facility. Mr. Douglas specifically references the quantity at issue here – 3.0 acres – and notes that the remainder of Pond 10 will be managed to provide at least that acreage. Mr. Douglas further goes on to acknowledge that if Pond 10 is ever to be developed, alternative habitat will be identified. Thus, in terms of “creation” of the habitat, Cargill assures its “creation” via its assurance to appropriately manage levels in Pond 10. And given that the current remaining Pond 10 was simply part of the prior “whole” Pond 10, the functions and benefits for the birds, as referenced in the permit, are the same.

**Non-Tidal Wetland Restoration:**

Special Condition Section II.G notes the loss of .27 acres of non-tidal wetlands in a drainage ditch via improvements to the ditch “for a replacement ratio of at least 1:1.”

Similar language is present in Finding and Declaration III.,F.

Mark explained to me that the mitigation requirement was addressed and carried out in the ditch as depicted in the “Site Preparation Plan,” Bohley Consulting dated August 15, 2003, reviewed and approved by BCDC prior to the initial site preparation work for the harbor.

Marc, as always, if you have any further questions on these matters, please don’t hesitate to let me know. I am still confirming the status of the Retail Area fence completion and removal of the fence between the Harbor and Pacific Shores. I will confirm either later today or first thing in the morning.

Thank you. D.



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November 26, 2003

To: Mark Sanders,  
**Westpoint Marina**

Jill Ekas, Senior Planner  
**Redwood City**

From: Robert C. Douglass, C.E. Manager of Real Property  
**Cargill Salt**

Reference: Redwood City Planning Commission Staff Report dated October 16, 2001  
Jill Ekas email to Mark Sanders dated 11/17/03

Subject: **Roosting Island Mitigation**

Dear Ms Ekas and Mr. Sanders:

The staff at Cargill has consistently supported the proposed marina project and I understand that an answer to the question of how the roosting habitat on the marina site will be relocated has arisen. As requested in the referenced email, this memorandum will outline the specifics relating to the roosting island discussed in the Staff Report on Westpoint Marina.

Cargill understood the concerns expressed during the City's Public Hearings that its Redwood City salt ponds could change significantly over the next few years if they were purchased or otherwise taken out of salt production, and this could alter habitat conditions. Dr. Skid Hall (land planner) and Mr. Steve Foreman of LSA (who performed the Westpoint Marina Biotic Analysis for Redwood City) described the roost island during the second public hearing in August 2001, and advised that Cargill Salt Company agreed to permanently relocate the "roosting island" which exists on Pond 10, part of which is now Mr. Sanders' property and proposed for use as a marina. We authorized Mr. Sanders and his technical consultants to state that the location and timing of a permanent island would be determined when the future use of our Redwood City pond sites is determined, when and if we were to change our operations for the Redwood City Plant Site.

As explained during hearing, Cargill has a number of ephemeral bird islands and shallow-water ponds in the solar salt system in both the East Bay as well as the Redwood City system. In the case of Pond 10, a slightly higher area within the pond created this habitat. When the pond was dry there was no island, and as brines were introduced it reached a maximum size of about three acres, and upon occasion, when the entire pond was filled with brines, the island again disappeared. With the approval of the marina and the

beginning of construction, and as recommended in the Redwood City Staff Report, Cargill, by management of pond levels, will create a similar habitat to the south, where it remains in Pond 10 as before. By minor modifications in our operations an equivalent area of habitat will remain to provide the same functions and benefits. We do this in a number of areas throughout our system on a seasonal basis, weather permitting, where there are recognized habitats for roosting birds.

In the long term, when and if additional land use changes are proposed and approved, this element of habitat will be assessed and incorporated into whatever mitigation is ultimately required. I hope this answers any questions that have arisen. I can be reached at (510) 790-8156 or alternatively, via email at: [robert\\_douglass@cargill.com](mailto:robert_douglass@cargill.com)

8. The marina access road connection to the Pacific Shores Center perimeter street should be "Stop" sign controlled.
9. A Traffic Impact Fee of \$285.30 per boat berth shall be paid by the applicant prior to issuance of a Building Permit. Traffic Impact Fees shall also be paid for the commercial portion of the development based on the City's adopted fee rate.
10. The applicant shall coordinate with the U.S. Fish and Wildlife Service and California Department of Fish and Game to determine an appropriate location for recreating the roost site. The applicant shall also submit specific design plans for the island to Community Development Services for review and approval prior to obtaining the grading permits for the project. Community Development Services may accept written approvals from U.S. Fish and Wildlife Service and California Department of Fish and Game of roost site mitigation plan as evidence of compliance with this measure. Alternately, since Cargill pond 10 is continuing to function as a roost site, it shall be the responsibility of any future developer involved in the conversion of pond 10 to another use to locate a new roost site.
11. The applicant shall obtain all necessary permits, (including a Section 401 permit or certification) from the San Francisco Regional Water Quality Control Board for all applicable activities, as determined by that agency.
12. The project landscape plans shall require an architectural permit prior to installation and shall comply with the regulations of the concerned agencies (including BCDC and Fish and Wildlife Service and the Department of Fish and Game) and shall also conform to the Redwood City Water Conservation Guidelines.
13. Noise levels shall be kept to a level of compliance with all applicable agency standards (for example, BCDC, Fish and Wildlife Service, Department of Fish and Game) so as not to detrimentally impact any neighboring "habitat". The applicant shall coordinate a wildlife-monitoring program with the Department of Fish and Game and the Fish and Wildlife Service.
14. The applicant shall submit a Lighting Plan with a photometrics study for review and approval by Community Development Services, and all applicable agencies (for example, BCDC, Fish and Wildlife Service, Department of Fish and Game) to insure that the site is adequately, but not excessively lit for night time use and security.
15. The applicant shall coordinate with the Redwood City Fire Department and San Mateo County Office of Environmental Health a Hazardous Materials Plan prior to issuance of a Building Permit for the project.

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